

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SAGENT TECHNOLOGY, INC. *

Plaintiff *

v. *

Civil Action No. JFM-02-2505

MICROS SYSTEMS, INC., et al. *

Defendants *

**SAGENT TECHNOLOGY, INC.'S ANSWERS TO
DEFENDANT'S FIRST INTERROGATORIES TO PLAINTIFF**

TO: MICROS Systems, Inc., Defendant

FROM: Sagent Technology, Inc., Plaintiff

Plaintiff Sagent Technology, Inc. ("Sagent" or "the Plaintiff"), by and through undersigned counsel, hereby files the following answers to the Interrogatories propounded by the Defendant, and states:

The information supplied in these Answers to Interrogatories is not based solely on the knowledge of the executing party, but includes the knowledge of the party's agents, representatives, and attorney, unless privileged.

The word usage and sentence structure is that of the attorney and does not purport to be the exact language of the executing party.

The responding party objects to the interrogatories and accompanying instructions and definitions to the extent they attempt to broaden the scope of the responding party's obligations beyond the requirements set forth in the Federal Rules of Civil Procedure and the rules of the Court.

INTERROGATORY NO. 1: Identify each person, other than a person intended to be

EXHIBIT NUMBER	2	DEPOSITION
DATE	2/6/03	REPORTER
ART MILLER & ASSOCIATES		

grounds of relevance and on the grounds that it is vague. Additionally, the requested information is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving the objection, Sagent states that Gregory A. Earp and W. Virginia Walker executed the Joint Intellectual Property Agreement ("JIPA") on behalf of MICROS and Sagent, respectively. Matthew Comstock and others negotiated the JIPA on behalf of Sagent and managed the project on a day-to-day basis. Mike Venerable, Staci Cosby and Virginia Walker also participated in the negotiation and/or administration of the JIPA. Sagent reserves the right to supplement this response as discovery is continuing in this matter.

INTERROGATORY NO. 11: Identify any persons or entities whom you contend are persons needed for just adjudication within the meaning of Fed. R. Civ. P. 19, and who are not currently parties to this action or who are not specifically identified in the pleadings (as defined in Fed. R. Civ. P. 7).

ANSWER TO INTERROGATORY NO. 11: As discovery is just getting underway in this case, Sagent reserves the right to identify and join such parties and to supplement this response.


INTERROGATORY NO. 12: State all facts concerning the matters described in count paragraph 13 of the Complaint.

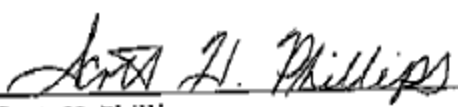
ANSWER TO INTERROGATORY NO. 12: Sagent objects to the interrogatory on the grounds it is vague, overly broad and unduly burdensome. Sagent cannot possibly identify herein all such facts. Discovery is just getting underway in this case and many facts have yet to come to light. Sagent reserves the right to supplement this response as discovery is continuing in this matter.

I, Steven R. Springsteel, am Chief Operating Officer and Chief Financial Officer for Sagent Technology, Inc. and am duly authorized by the corporation to execute these Answers to Interrogatories under oath on its behalf. The information set forth in these Answers was collected by others, and such information is not necessarily within my personal knowledge. Under penalty of perjury I hereby affirm that the contents of the foregoing Answers to Interrogatories are true and correct to the best of my knowledge, information and belief.

SAGENT TECHNOLOGY, INC.

By:


Steven R. Springsteel, Chief Operating Officer
and Chief Financial Officer


Scott H. Phillips
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201
410-539-5040

Attorney for Sagent Technology, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of November, 2002, an executed copy of Sagent Technology, Inc.'s Answers to Plaintiff's First Interrogatories was mailed first-class, postage prepaid and delivered by facsimile to:

Michael H. Tow, Esquire
MICROS Systems, Inc.
7031 Columbia Gateway Drive
Columbia, Maryland 21046-2289

Facsimile: 443-285-0466



Scott H. Phillips

(B0291726.WPD;1)

> Sent: Thursday, January 23, 2003 11:13 PM
 > To: John Siegman
 > Subject: Micros emails-
 > Importance: High
 >
 > <<RE: Contract>> <<RE: Insight Authorization>> <<Status Of Request>>
 > <<RE: MICROS Relationship with USI and Sagent>> <<MICROS Relationship
 > with USI and Sagent>> <<Outstanding Invoices>> <<Update on InSight
 > Leads>> <<RE: Proposal for Peter Rogers' Software Purchase>> <<RE:
 > Proposal for Peter Rogers' Software Purchase>> <<RE: Sagent's E-CRM
 > Seminar>> <<RE: Outstanding Invoices>> <<Proposal for Peter Rogers'
 > Software Purchase>> <<RE: Outstanding Invoices>> <<Outstanding

> Invoices>> <<InSight ASP and Whitbread IP>>
 >
 >
 > John,

> I don't know if Gene or Vincent made any promises outside the box. I was
 > not party to any conversations, HOWEVER, Micros has been a good client
 > and legal action is not a viable solution. I would like the opportunity
 > to meet with them and hear Peter's side of things-

> The emails I have clearly support our case-

> KEEP THESE BETWEEN US FOR NOW
 >
 >
 >
 > Dan VanVeelen
 > Regional Sales Director
 > Sagent Technology, Inc.
 > direct 703/267-2705
 > mobile 703/298-0126

EXHIBIT		DEPOSITION
NUMBER	3	
DATE	3/6/03	REPORTED BY
ART MILLER & ASSOCIATES		

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SAGENT TECHNOLOGY, INC * CIVIL ACTION JFM-02-2505
Plaintiff *
vs. * Baltimore, Maryland
MICROS SYSTEMS, INC. *
Defendant * January 22, 2003
* * *

Deposition of SCOTT CALLNIN, a witness of
lawful age, taken on behalf of the Plaintiff in the
above-entitled cause, pending in the District Court of
the United States for the District of Maryland, before
Dawn L. Venker, a Notary Public in and for Baltimore
County, Maryland, at 7031 Columbia Gateway Drive,
Columbia, Maryland 21046, on the 22nd day of January,
2003.

* * * * *

APPEARANCES:

SCOTT H. PHILLIPS, Esquire
For the Plaintiff

MICHAEL H. TOW, Esquire
For the Defendant

ALSO PRESENT: PETER ROGERS, JR.

Reported By: Dawn L. Venker

GORE BROTHERS Reporting & Video Co., Inc.
410-837-3027

Towson Reporting Company
410-828-4148

Scott Callinan - 1/22/03

<p style="text-align: right;">34</p> <p>1 A We were looking for some clients to use 2 those prepurchase licenses against. So, yes, during 3 that course of time we were e-mailing back and forth 4 about, you know, do we have any potential leads, what 5 is the outlook for the next new client. So there was, 6 yes, that -- If you call it an issue -- there was that 7 issue intermixed with this as well. 8 Q Now, assuming as of February -- I'm 9 sorry -- October 15, 2001 -- assuming as of that date 10 Sagent had provided you with an amended invoice which 11 correctly reflected the new amount and the new product 12 configuration mix, would Sagent have paid that at that 13 time? All other things being equal. All other things 14 being the same as they were as of that date. 15 MR. TOW: Objection. You may have 16 misspoken in terms of Sagent paying. 17 MR. PHILLIPS: I did. I apologize. 18 MR. TOW: I think it was something of a 19 complex question. 20 Q You mentioned that there were a couple of 21 things that were going on as of October 15th 2001, some</p>	<p style="text-align: right;">36</p> <p>1 turned it over to the appropriate persons to authorize 2 paying of the invoice. 3 Q Who would that have been at the time? 4 A Either Peter Rogers or Peter Rogers in 5 combination with our CFO to approve that. 6 Q Is there any e-mail or other writing from 7 you to anybody at Sagent that indicated that one of the 8 reasons Sagent wasn't being paid was because of 9 Sagent's failure to cooperate with MICROS in the joint 10 effort to identify customers to purchase these 11 licenses? 12 A Could you restate the beginning part of 13 that sentence. 14 Q I'm asking you if you can identify for me 15 any e-mail or other writing that came from you that 16 went to anyone at Sagent that expressed the notion that 17 one of the reasons that Sagent wasn't being paid 18 \$112,000 was because Sagent had failed to cooperate 19 with MICROS in the joint effort to identify customers 20 to purchase the license? 21 A I'm not aware of anything that I have,</p>
<p style="text-align: right;">35</p> <p>1 of which are reflected in your e-mail. One of them was 2 that Sagent had never provided you all with an amended 3 invoice, correct? 4 A Correct. 5 Q One of the other issues that was going on 6 was that jointly the two companies were looking for 7 customers to purchase these licenses, correct? 8 A That's right. 9 Q Now, let me ask you to assume as of October 10 15th, 2001 Sagent had provided MICROS with an amended 11 invoice which was correct? It correctly reflected the 12 terms, but the other -- that other issue, the new 13 customer issue, was the same as it was at that time, 14 namely you all were jointly looking for other 15 customers. Would MICROS have paid Sagent the \$112,000? 16 MR. TOW: Objection. Calls for 17 speculation. You can answer as best you can. 18 A I would at that point say that I was 19 satisfied saying that the invoicing was properly done, 20 and then I would have given my blessing or my thumbs up 21 that the product mix was correct. And then would have</p>	<p style="text-align: right;">37</p> <p>1 either with me or that I have seen, that listed any 2 specific reason why the invoice was not -- was not paid 3 after the issue of having the correct software listed 4 on the invoice was resolved. 5 Q I mean even before that. You said that was 6 sometime in -- when did you say that was when you got 7 the -- finally got the new invoice? 8 A Late 2000 or early 2002. 9 Q Even before late 2001, did you find -- are 10 you aware of any correspondence that would indicate 11 that one of the reasons that Sagent wasn't being paid 12 was because of its failure to cooperate with MICROS to 13 identify customers to purchase the licenses? 14 A I'm not aware of any documents or notes 15 that I may have on any such statement of that nature. 16 Q Did you ever express that sentiment to 17 anyone at Sagent verbally, either in person or on the 18 telephone? 19 A Yes. Certainly the idea that no leads had 20 come through was discussed verbally quite a bit. We 21 had -- we would express when we had a possible client</p>

10 (Pages 34 to 37)

GORE BROTHERS Reporting & Video Co., Inc.
410-837-3027Towson Reporting Company
410-828-4148

9/8/16

APR 25 03 01:05PM MICROS SYSTEMS INC

Scott Callnin - 1/22/03

<p style="text-align: right;">74</p> <p>1 Q And I think I asked you earlier whether you 2 took any notes at the meeting. Did you? 3 A I do not believe I did. 4 Q Was there a written agenda prepared in 5 anticipation of the meeting? 6 A No. 7 Q We talked a little bit earlier about some 8 deep discounting that you recall Sagent making at the 9 meeting, correct? 10 A Correct. 11 Q Who do you recall talking about that issue? 12 A Primarily Gene. 13 Q Gene Garrett? 14 A That's right. 15 Q Do you recall any discussion at the meeting 16 about the notion that Sagent and MICROS would work 17 together to service mutual customers? 18 A Once again? 19 Q Do you recall any discussion at that June 20 6th, 2000 meeting about the notion that Sagent and 21 MICROS would work together to serve mutual customers?</p>	<p style="text-align: right;">76</p> <p>1 A Yes. We would have gone over some 2 potential lead prospects. I'm not sure in the time 3 frame of summer of 2000 who we would have offered up at 4 the time, but at that point, we had been working with 5 AmeriKing. So it probably would have been, again, some 6 of the notions that other Burger Kings could have 7 followed suit. 8 Q Did anyone from Sagent at that meeting say 9 that MICROS could return the software and the 10 analytical calculator to Sagent if MICROS couldn't 11 resell or relicense it for a full refund? 12 A I don't think that was said in exactly that 13 manner. It was more in - I might not have the exact 14 quote, but "We'll help you get rid of it." 15 Q Who said that? 16 A Would have been Gene. 17 Q And what was your understanding of what he 18 meant by that statement? I'm not holding you to those 19 words because you indicated you are not sure if that is 20 his exact quote, but what was your understanding as of 21 that time what he was trying to convey?</p>
<p style="text-align: right;">75</p> <p>1 A I think that was the understanding before 2 the meeting - going into the meeting. Perhaps 3 reiterated, but that was not anything new during the 4 meeting. 5 Q Do you have a specific recollection of it 6 being reiterated at the meeting? 7 A Yes. Uh-huh. 8 Q Who said that? 9 A I believe it would have been Dan VanVeelen 10 primarily talking about - I think offer up again maybe 11 one lead at that time who I believe was Shoney's. 12 Perhaps some inquiries on our part if that had gone 13 anywhere, and just response that they were still trying 14 to follow up with that contact. 15 Q So Shoney's was the Sagent lead? 16 A Right. 17 Q And the inquiries regarding the status of 18 that lead came from the MICROS folks there? 19 A Uh-huh. 20 Q Did MICROS talk about any specific leads it 21 had at that time at the meeting?</p>	<p style="text-align: right;">77</p> <p>1 A That they would help us find clients 2 either - first and foremost clients for Insight 3 product who would buy this product, and thus the 4 software, or even barring perhaps an Insight client, 5 that they would be able to identify someone who may 6 just want to buy the software from as an OEM even 7 perhaps outside the context of Insight. 8 Q What is OEM? 9 A Software reseller agreement. 10 Q What do those letters stand for, if 11 anything? 12 A I don't recall. 13 Q Apart from the notion that you recall 14 Mr. Garrett expressing that Sagent would work with 15 MICROS to identify mutual customers, do you recall him 16 or any other Sagent employee at that meeting indicating 17 that if that effort were ultimately unsuccessful that 18 MICROS could return the software to Sagent for a full 19 refund? 20 A I don't recall language to that extent. 21 Specifically full refund I don't recall.</p>

20 (Pages 74 to 77)

GORE BROTHERS Reporting & Video Co., Inc.
410-837-3027Towson Reporting Company
410-828-4148

Peter Rogers, Jr. - 1/22/03

1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SAGENT TECHNOLOGY, INC * CIVIL ACTION JFM-02-2505
Plaintiff *

vs. * Baltimore, Maryland *

MICROS SYSTEMS, INC. *
Defendant * January 22, 2003

* * * * *

Deposition of PETER ROGERS, JR., a witness
of lawful age, taken on behalf of the Plaintiff in the
above-entitled cause, pending in the District Court of
the United States for the District of Maryland, before
Dawn L. Venker, a Notary Public in and for Baltimore
County, Maryland, at 7031 Columbia Gateway Drive,
Columbia, Maryland 21046, on the 22 day of January,
2003.

* * * * *

APPEARANCES:

SCOTT H. PHILLIPS, Esquire
For the Plaintiff

MICHAEL H. TOW, Esquire
For the Defendant

Reported By: Dawn L. Venker

<p style="text-align: right;">10</p> <p>1 the morning of June 6th, or thereabouts -- it was on 2 June 6th, 3 Q 2000? 4 A 2000. We were visited by Vincent 5 DeGennaro, Gene Garrett, and Dan VanVeelen. Purpose of 6 the meeting -- they requested the meeting. I believe 7 Vince was -- Mr. DeGennaro was traveling with Gene 8 assessing prospects as a corporate relationship at the 9 same time really feeling out, assessing with MICROS, 10 purchases of additional licenses. 11 At the meeting, they expressed that they 12 were going to give us an offer for all licenses. They 13 left. Later that afternoon I received a call from Mr. 14 Garrett where he gave me verbally over the phone an 15 offer. I believe five licenses, ten licenses, and 16 fifty licenses. 17 Q You said "we" a couple of times. Was there 18 any other MICROS representative present at that June 19 6th meeting? 20 A Scott Callnin was in the meeting along with 21 myself.</p>	<p style="text-align: right;">12</p> <p>1 Dan VanVeelen assessing if we were going to accept the 2 offer of purchasing licenses. 3 Q And these calls came in subsequent days I 4 assume? 5 A Yes, sir. 6 Q Did you take any notes on those subsequent 7 telephone calls? 8 A No. 9 Q Did there come a time when you called 10 Mr. Garrett back or Mr. VanVeelen to advise him of a 11 decision the company had made in that regard? 12 A The decision was made on the 30th of June. 13 Little background. The calls from Gene on 14 the 6th. He was quite concerned about his quarter -- 15 his standing at the company. They had missed numbers, 16 i.e., financial results. It was a lot of pressure, and 17 we had met prior -- a month ago and developed a pretty 18 good rapport as Mr. Callnin expressed just in the 19 relationship meeting back in early May. He had gone to 20 Wake Forest. So we talked about ACC basketball. He 21 had run track for Wake Forest. I had run track for</p>
<p style="text-align: right;">11</p> <p>1 Q So it was you and Mr. Callnin, 2 Mr. VanVeelen, Vincent DeGennaro, and Gene Garrett? 3 A Correct. 4 Q Did you take any notes during that June 6th 5 meeting? 6 A Yes. 7 Q And that meeting was held here? 8 A Yes. 9 Q And when Mr. Garrett called you later that 10 same day, did you take any notes on that telephone 11 call? 12 A Yes. 13 Q Have you produced either of those sets of 14 notes to Mr. Tow in that case? 15 A Yes. 16 Q What, if anything, followed on the 17 telephone call from Mr. Garrett once he had offered you 18 the several licenses? 19 A There were several phone calls. I cannot 20 tell exactly how many, but at least two from Gene 21 Garrett -- Mr. Garrett, as well as at least one from</p>	<p style="text-align: right;">13</p> <p>1 Penn. So developed a good rapport and clearly wasn't a 2 term of partnership. 3 So we built upon that. Didn't feel 4 negative. We are partners. We need to make numbers. 5 If we don't make numbers, may not be here. That was on 6 June 6th. 7 Q That was Mr. Garrett on June 6th? 8 A Mr. Garrett. Now, they expressed in that 9 meeting that morning that they were going to give us an 10 offer, and that they would work with us. And it would 11 be substantial in terms of licenses. 12 Q Did they elaborate any on the notion that 13 we'll work with you? 14 A Yes. They expressed that they will work 15 with us. 16 Q Did they get more specific in terms of how 17 they would work with you? 18 A That they would resell it. They talked a 19 large quantity, and that they would refund if 20 necessary. But they clearly preferred to resell it or 21 work through the channel. But they expressed their</p>

4 (Pages 10 to 13)

GORE BROTHERS Reporting & Video Co., Inc.
410-837-3027Towson Reporting Company
410-828-4148

Peter Rogers, Jr. - 1/22/03

<p>14</p> <p>1 desire, interest, and intent to help us find customers 2 to tell them through. 3 Q Who said those statements? 4 A Gene Garrett, Dan VanVeelen also, as well 5 as Mr. DeGennaro. 6 Q Let me make sure I understand. All three 7 of these individuals at some point during the June 6th, 8 2000 meeting indicated to you that if MICROS could not 9 resell or otherwise use the licenses that were 10 contemplated in this transaction, that they could be 11 returned to Sagent for a full refund and that Sagent 12 would try to resell the licenses? 13 A That's correct. 14 Q When Mr. Garrett called you later that day, 15 was that notion again expressed in that telephone call? 16 A Yes. Because he offered a substantial 17 discount to go to five, ten, or fifty, and I expressed 18 my concern how could I consume all that given at the 19 time I had only sold I believe two or three licenses. 20 So five licenses seemed somewhat relevant, but they 21 express interest, "Here's an offer for ten and fifty.</p>	<p>16</p> <p>1 Q Did the other two say anything along those 2 lines? 3 A There was -- in the conversation in the 4 morning, language was used. In the afternoon 5 conversation, it was just between myself and 6 Mr. Garrett. He said we'll take them if needed. 7 Q I meant to refer to the morning meeting -- 8 I apologize -- when everyone was there. 9 A Mr. Garrett expressed that with backup. It 10 is difficult with three people talking the exact 11 language, but Mr. Garrett was the key salesperson. 12 Q And he is the one that made that specific 13 comment to you? 14 A That's correct, but at the same time during 15 the conversation, he was supported by Dan -- 16 Mr. VanVeelen as well as Mr. DeGennaro. 17 Q In what way did those two gentlemen support 18 that comment? 19 A Terms -- comment about the partnership, and 20 that they want to work with us to sell through. And 21 they looked at us as a key sales partner with the</p>
<p>15</p> <p>1 Substantial discounts." I expressed, "How can I handle 2 those if I don't have customers?" They said, "We'll 3 work with you. We'll help you get rid of them." 4 Really language in terms of take them. 5 Because we had met back in May, and we had 6 bright -- we had optimism that product would take hold. 7 We were going to deploy it on the USi platform offered 8 via the Web. It was a lot of speculation -- 9 speculation is not the right word -- industry buzz 10 about a lot of software systems moving to the Web. 11 So it was in that vein that we acquired -- 12 we needed a license to get our USi product going and 13 really was just wondering how many customers. It was 14 really difficult only having three how many were really 15 going to sell, but I was struck by the extent of the 16 numbers they were offering, plus the discounts. 17 Q Among Mr. Garrett, Mr. VanVeelen, and 18 DeGennaro, which of those three indicated to you the 19 notion that Sagent would take the product back and 20 fully credit your account if you couldn't use them? 21 A Mr. Garrett.</p>	<p>17</p> <p>1 product. 2 Q Did either of them express the specific 3 comment that Sagent would accept for a full refund the 4 product back if you couldn't use it? 5 A They would say -- the language was that 6 we'll help you sell through, and take back if needed. 7 I can't remember specifically full refund. 8 Q We'll talk in a little while about some 9 notes. I don't know whether they are your notes yet, 10 but there are some notes that have been produced. In 11 that context, let me ask you this. Did you record in 12 the handwritten notes that you took from either the 13 morning meeting or the afternoon telephone call from 14 Mr. Garrett this notion about return of the product and 15 full refund? 16 A No. 17 Q Is there any reason you did not? 18 A No. I would write numbers down generally. 19 Specific numbers so I didn't misquote them. I take 20 notes, but I don't exactly write down everything in a 21 conversation.</p>

5 (Pages 14 to 17)

GORE BROTHERS Reporting & Video Co., Inc.
410-837-3027Towson Reporting Company
410-828-4148

P.12/16

APR 25 '03 10:06PM MICROS SYSTEMS INC

<p style="text-align: right;">22</p> <p>1 Q Pay them any money?</p> <p>2 A As related to transaction?</p> <p>3 Q Correct.</p> <p>4 A Answer to that. I don't believe we have</p> <p>5 paid them anything related to this transaction.</p> <p>6 Q Do you understand that subsequently there</p> <p>7 was an agreement between the parties that the \$24,000</p> <p>8 line item for technical support and upgrades was</p> <p>9 eliminated from the transaction?</p> <p>10 A I was not aware of that.</p> <p>11 Q Have you become aware of that at some</p> <p>12 point?</p> <p>13 A Yes.</p> <p>14 Q When was the first time you became aware of</p> <p>15 that.</p> <p>16 A This morning.</p> <p>17 Q And that was in the process of</p> <p>18 Mr. Callnin's deposition?</p> <p>19 A Yes.</p> <p>20 Q Did you at any time become aware that there</p> <p>21 was a subsequent agreement between the parties to</p>	<p style="text-align: right;">24</p> <p>1 A Yes.</p> <p>2 Q When did you first learn that?</p> <p>3 A This morning.</p> <p>4 Q And again that was in the context of</p> <p>5 Mr. Callnin's deposition?</p> <p>6 A Yes.</p> <p>7 Q Is it your understanding that at some point</p> <p>8 Sagent ultimately provided MICROS with an amended</p> <p>9 invoice for this particular transaction reflecting</p> <p>10 \$112,000 as the amount due and owing?</p> <p>11 A Yes.</p> <p>12 Q When did you first learn that?</p> <p>13 A This morning.</p> <p>14 Q Let me hand you what we are going to mark</p> <p>15 as Exhibit Number 2. This is the Sagent Bates number</p> <p>16 60.</p> <p>17 (Rogers Deposition Exhibit Number 2 was</p> <p>18 marked by the reporter.)</p> <p>19 Q This is an e-mail from Mr. Tow dated</p> <p>20 November 26th, 2001 which indicates that you were</p> <p>21 copied on it. Do you recall receiving that?</p>
<p style="text-align: right;">23</p> <p>1 reconfigure the product mix that is reflected in the</p> <p>2 quote received from Sagent?</p> <p>3 A You have to repeat that question. I didn't</p> <p>4 understand it properly.</p> <p>5 Q If you take a look at S33, which is the</p> <p>6 quote, in that box there is a certain product mix.</p> <p>7 Specifically it talks about one data access server,</p> <p>8 design studio with report and analysis, administration,</p> <p>9 and I don't know what else. The line below that reads,</p> <p>10 "Analytical calculator." Do you see all that?</p> <p>11 A Yes.</p> <p>12 Q Did you at some point become aware of an</p> <p>13 agreement between the parties that that product mix</p> <p>14 would be changed?</p> <p>15 A Yes.</p> <p>16 Q When did you first learn that?</p> <p>17 A This morning.</p> <p>18 Q Did you at some point become aware that</p> <p>19 there was an agreement among the parties that this</p> <p>20 amount of \$136,000 would be amended to reflect</p> <p>21 \$112,000?</p>	<p style="text-align: right;">25</p> <p>1 A Yes.</p> <p>2 Q Does it sound correct that you would have</p> <p>3 received it on or about that date?</p> <p>4 A Yes.</p> <p>5 Q And Mr. Tom Patz was general counsel for</p> <p>6 MICROS as of that date?</p> <p>7 A Yes.</p> <p>8 Q Do you have any idea why Mr. Tow copied</p> <p>9 Mr. Patz on this e-mail?</p> <p>10 A I would have to assume, since Mr. Tow</p> <p>11 reports directly to Mr. Patz, that he copies him as a</p> <p>12 matter of course.</p> <p>13 Q Have you seen previous instances in which</p> <p>14 the general counsel for the company has been copied on</p> <p>15 a billing matter with a vendor?</p> <p>16 A No.</p> <p>17 Q The second --</p> <p>18 A Could be, but I've not been involved in any</p> <p>19 billing problems where it would have been necessary to</p> <p>20 put them on that.</p> <p>21 Q Second paragraph of this e-mail beginning</p>

7 (Pages 22 to 25)

GORE BROTHERS Reporting & Video Co., Inc.
410-837-3027Towson Reporting Company
410-828-4148

<p style="text-align: right;">30</p> <p>1 received this e-mail sixteen, seventeen months later?</p> <p>2 A I had a discussion earlier in the year with</p> <p>3 Mr. Callain about why weren't we selling this product.</p> <p>4 Understand, my role is business development, was to</p> <p>5 oversee, not formally buy product lines, and I would</p> <p>6 analyze products lines quarterly. So I could see what</p> <p>7 revenue -- is being sold by a product line. I was</p> <p>8 alarmed that we had not sold anything, or very little,</p> <p>9 through the data warehouse product line. And so we met</p> <p>10 earlier in 2001 really assessing where I was with this</p> <p>11 product and the lack of sales thereof.</p> <p>12 Q When you saw that lack of sales, did you</p> <p>13 follow up with anyone on your team here at MICROS?</p> <p>14 A Spoke with a person, Ed Rothenburg, who was</p> <p>15 in the restaurant product line, and head of major</p> <p>16 accounts, Alan Heyman, to say, "We got this product.</p> <p>17 It doesn't seem to be selling," i.e., the product --</p> <p>18 our data warehouse product. And really try to push</p> <p>19 them where are we going with this product, but nothing</p> <p>20 came of that. Just understand this is a small product</p> <p>21 after a lot of different products that I look at.</p>	<p style="text-align: right;">32</p> <p>1 was engaged in discussion as to whether to send it back</p> <p>2 if we haven't had a customer, we have no purpose of</p> <p>3 holding it. Let's send it back. It was unopened. We</p> <p>4 didn't use it. No purpose for it.</p> <p>5 Q But in the context and in that</p> <p>6 conversation, did you also add on to that to make sure</p> <p>7 we get at full refund?</p> <p>8 A Yes. Returning the product would be full</p> <p>9 refund.</p> <p>10 Q This was to who? Mr. Callain?</p> <p>11 A Mr. Tow.</p> <p>12 Q Mr. Tow. And again this was in the</p> <p>13 November 2001 time frame?</p> <p>14 A Yes.</p> <p>15 Q Are you aware if anyone at MICROS ever</p> <p>16 expressed in writing, by handwritten note, e-mail, or</p> <p>17 correspondence, the notion that this product should be</p> <p>18 returned to Sagent because, again, we are not moving</p> <p>19 it, and we are entitled to a full refund?</p> <p>20 A No.</p> <p>21 Q Mr. Rogers, I did not make a copy of this,</p>
<p style="text-align: right;">31</p> <p>1 Q At any point, did you say to anyone here at</p> <p>2 MICROS or Sagent, "Look, pursuant to our earlier</p> <p>3 agreement and understanding, we are giving this back to</p> <p>4 you, and we expect a full refund because we just can't</p> <p>5 move it?"</p> <p>6 A I did not do that. I had really -- I had</p> <p>7 no contact that I remember from Sagent past my</p> <p>8 conversation with Mr. VanVeelen in the end of June</p> <p>9 2000. I told Scott it was his responsibility in terms</p> <p>10 of the product. I had many other things to do. Really</p> <p>11 move the product along or do what has to be done in</p> <p>12 terms of evaluating this product. He was responsible</p> <p>13 with the sales force.</p> <p>14 Q Apart from any conversation you may have</p> <p>15 had with Sagent personnel, did you ever talk to anyone</p> <p>16 at MICROS, including Mr. Callain, expressing the idea</p> <p>17 that, "Look, we need to -- it's time to send this</p> <p>18 product back to Sagent and request a full refund</p> <p>19 because my quarterly numbers show we are not moving</p> <p>20 it?"</p> <p>21 A At this time frame in November 2001 when I</p>	<p style="text-align: right;">33</p> <p>1 and I'm happy to do that and mark it if you want. I</p> <p>2 don't think it would be necessary. These are I believe</p> <p>3 the answer to interrogatories that MICROS has provided</p> <p>4 in this case, and feel free to look through them. Do</p> <p>5 they look familiar to you?</p> <p>6 A Yes.</p> <p>7 Q Let me ask you. This is the last page and</p> <p>8 feel free to look through this. Is that your signature</p> <p>9 on those answers to interrogatories?</p> <p>10 A Yes.</p> <p>11 MR. PHILLIPS: Do you have any objection to</p> <p>12 not marking those?</p> <p>13 MR. TOW: No. That is fine. Not the basis</p> <p>14 of the questions asked.</p> <p>15 Q Did you review these answers to</p> <p>16 interrogatories in order to ensure their accuracy and</p> <p>17 completeness?</p> <p>18 A Yes.</p> <p>19 Q I understand -- and it's certainly not an</p> <p>20 issue, but I just want to make sure I understand</p> <p>21 what -- that initially these were signed on your behalf</p>

9 (Pages 30 to 33)

micros

MICROS Systems, Inc.
 7031 Columbia Gateway Drive
 Columbia, MO 21046-2288
 443.286.8000 Telephone
 www.micros.com

June 30, 2000

Dan VanVeelen
 Regional Manager
 Sagent Technology
 3601 Eisenhower Avenue
 Suite 130
 Alexandria, Va 22304

Dear Dan:

This letter serves as a purchase order by MICROS Systems, Inc. PO#6,30.00, for the software and services specified in the attached quote. This order provides for MICROS's purchase of the specified Sagent products to be used by USi Internetworking with MICROS's Insight Product Warehousing Product.

Terms: net 30

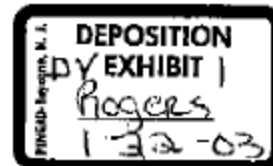
Price: Software	\$112,000.00	Data Access Package & Analytical Calculator)
Technical Support	24,000.00	
Total Price	\$136,000.00	

Bill To and Ship To Address:
 MICROS Systems, Inc.
 12000 Baltimore Avenue
 Beltsville, MD 20705-1291

Please call me if you have any questions.

Sincerely,

Peter J. Rogers, Jr.
 Peter J. Rogers, Jr.
 Vice President, Business Development & Investor Relations
 MICROS Systems, Inc.



micros 2000

SAGENT**Micros**

Exhibit A

Company Name: Micros
 Attention: Peter Rogers
 Address: 7031 Columbia Gateway Dr.
 Columbia, MO 24948
 FAX number: 417-266-0068
 Telephone number: 417-265-0466

Sagent Office: Alexandria, VA
 Sagent Rep: Dan VanVelsdonk
 Sagent Tel: 703-317-3252
 Sagent Fax: 703-317-3301
 Date: 6/30/00

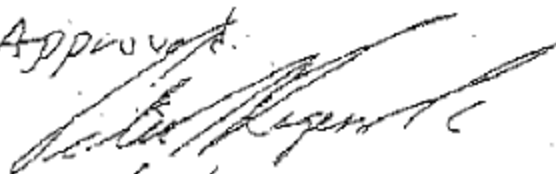
Sagent Product & Description	Product Included	License Fee	Qty	Total
Sagent Data Mgmt. Solution	Sagent Data Access Package includes: 1 Data Access Server (2 cpu) 1 Design Studio with Reports & Analysis, Admin, and Automation, Analytical Calculator	\$150,000 \$10,000	1 1	\$150,000 \$10,000
	Software Subtotal			\$160,000
	Software Total			\$160,000
Annual Maintenance & Support	Technical Support & Upgrades	\$ 24,000 US \$24,000	1	\$24,000
				\$184,000
	TOTAL INVESTMENT**			\$184,000

*Annual Maintenance & Support terms and conditions, see attached Support Agreement.
 Maintenance and Support includes phone and online support, enhancements and upgrades.

**Additional Terms & Conditions:

- 1) Applicable tax, handling and shipping are additional.
- 2) Payments within 30 days.

Approved:



6/30/00

VP. Business Development